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## NOTES OF CASES.

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CARRIERS—LIMITATION OF LIABILITY—STOPPAGE IN TRANSITU.—A carrier's contract limiting liability for loss to a specified amount is held, in *Rosenthal v. Weir* (N. Y.) 57 L. R. A. 527, to have no application to the damages to be recovered for its failure to comply with a notice of stoppage *in transitu* after it had agreed to do so.

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MASTER AND SERVANT—STRANGER INJURED WHILE ASSISTING SERVANT.—Injury received by a young man seventeen years old while helping brake-men, at their request, to load a piano, is held, in *Cincinnati, N. O. & T. P. R. Co. v. Finnell* (Ky.) 57 L. R. A. 266, to be within the rule which exempts the master from liability to one who is injured while helping his servants, at their request by reason of their negligence.

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LANDLORD AND TENANT — LEASE—EXPIRATION—HOLDING OVER.—Keeping the keys for five days after the expiration of a monthly period, and remaining in possession of the leased property for the purpose of cleaning up rubbish, after the refusal of the landlord to accept the keys at the expiration of the month, are held, in *Byrbee v. Blake* (Conn.) 57 L. R. A. 222, to render the tenant liable for another month's rent.

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MUNICIPAL CORPORATIONS—CARRYING DEADLY WEAPONS—RIGHT OF MUNICIPAL CORPORATION TO PUNISH.—The carrying of deadly weapons being an offense fully provided for and punished by State law, it is held, in *Judy v. Lashley* (W. Va.) 57 L. R. A. 413, to be beyond the power of a municipal corporation to make it an offense punishable under a city ordinance, unless such power is expressly conveyed by the municipal charter.

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INFANTS—LIFE INSURANCE — SURRENDER OF POLICY — RESCISSION.—The surrender of an insurance policy to the insurer for its cash value is held, in *Pippen v. Mutual Benefit Life Ins Co.* (N. C.) 57 L. R. A. 505, not to be a sale which can be disaffirmed by the administrator of the insured, on the ground of the latter's infancy, but to be merely a rescission of the contract.

With this case is a note collating the authorities as to insurance on the life of a minor.

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BANKS AND BANKING—NEGLIGENCE OF DEPOSITOR—FAILURE TO REPORT FORGERY.—A depositor who, by negligence in failing to detect forgeries among the vouchers returned by the bank and to give the bank notice thereof, causes loss to the bank either by enabling the forger to repeat his fraud, or by depriving the bank of an opportunity to obtain restitution, is held, in *Critten v. Chemical Nat. Bank* (N. Y.) 57 L. R. A. 529, to be responsible for the damage caused by his default.